



**Project title:** Amend Award Amount with Landscape Structures Inc. from Sourcewell Contract #030117-LSI/EVT#2018-091 for Purchase of Playground Equipment and Installation to include sales tax in the amount of \$2,568.91

## City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** Sourcewell Contract #030117-LSI/EVT#2018-091

**Partner/Supplier :** Landscape Structures, Inc.

**Agenda dates requested:**

**Location:** Forest Park

December 31, 2019

**Preceding action:** Funding Ordinance on August 28, 2019 & Award on December 4, 2019

Briefing

**Fund:** Fund 354 -Parks

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No ☐

**Budget amendment:**

Yes ☒ X No ☐

**PowerPoint presentation:**

Yes ☒ X No ☐

**Attachments:**

Quote & Playground Drawing

**Department(s) involved:**

Purchasing & Parks

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

### Fiscal summary statement:

On December 4, 2019 council awarded and authorized this purchase in the amount of \$899,991.93, including Washington state sales tax. After the purchase order was sent to the supplier, the supplier realized that they had not included sales tax on the bond fees in their original quote. The new cost is \$902,560.84.

### Project summary statement:

The Parks Department is renovating the Forest Park playground area. A public meeting was held on May 13, 2019, to allow input towards the goals and types of equipment for the new playground.

The City has an Interlocal cooperative purchasing agreement with Sourcewell that allows us to purchase from its competitively awarded contracts in lieu of soliciting bids on our own.

**Initialed by:**

Department head

Administration

Council President

### Recommendation (exact action requested of Council):

Amend Award Amount with Landscape Structures Inc. from Sourcewell Contract #030117-LSI/EVT#2018-091 for Purchase of Playground Equipment and Installation to include sales tax in the amount of \$2,568.91



Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST



Company Name: Landscape Structures Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	NO EXCEPTIONS TAKEN		

Proposer's Signature:  Date: 2/28/17

NJPA's clarification on exceptions listed above:



Contract Award  
RFP #030117

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Landscape Structures Inc. Date: 2/28/17

Company Address: 601 7th Street S.

City: Delano State: MN Zip: 55328

Contact Person: Jane Jenewein Title: Strategic Alliance Manager

Authorized Signature:  Fred Caslavka  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-LSI

Proposer's full legal name: Landscape Structures Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette  
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

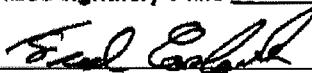
NJPA Contract # 030117-LSI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Landscape Structures Inc.

Authorized Signatory's Title Chief Financial Officer

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Fred Caslavka  
(NAME PRINTED OR TYPED)

Executed on 4/14 2017

NJPA Contract # 030117-LSI

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Landscape Structures Inc.

Address: 601 7th Street S.

City/State/Zip: Delano, MN 553428

Telephone Number: 763-972-3391

E-mail Address: janejenewein@playlsi.com

Authorized Signature: 

Authorized Name (printed): Fred Caslavka

Title: CFO

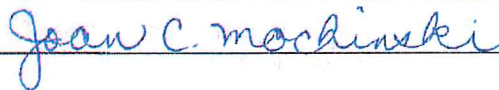
Date: 2/28/17

**Notarized**

Subscribed and sworn to before me this 28th day of February, 20 17

Notary Public in and for the County of Carver State of Minnesota

My commission expires: 1-31-2022

Signature: 







**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Landscape Structures Inc.

Questionnaire completed by: Jane Jenewein

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Standard payment terms are net 30 days from invoice date.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Landscape Structures will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.

There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

If awarded, all NJPA contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warrantied for one year.



- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. NJPA members should contact their local sales representative for assistance with service for warranty repair.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer.

- What are your proposed exchange and return programs and policies?

As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.

#### 6) Describe any service contract options for the items included in your proposal.

Maintenance contracts are offered through some of our rep organizations.

### Pricing, Delivery, Audits, and Administrative Fee

#### 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.

Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings, skateparks, and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services.

To complement and enhance the park and playground project, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.

#### 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

In partnership with our local sales representatives, Landscape Structures closely works with each customer to provide unique solutions to the customer's specific project. We pull in the best resources for the best price available for each project. Landscape Structures may not always be the lowest-priced provider but will prove to be the best-value provider. Best value considers:

- Life cycle: how long will the product last in the field?
- Total cost of ownership
- Durability
- Ease of Installation



- Maintenance
- Warranty policy: for Landscape Structures, warranty is a state of mind. If the product didn't perform as expected, we generally replace it at no charge (excluding installation), irrespective if the warranty expired.
- Past performance with government markets
- Customer service response time

We believe Landscape Structures offers the best-value solution to the marketplace. Landscape Structures' pricing model will be a percentage discount of published catalog price.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play, skate and shade equipment for single orders up to \$80,000 in equipment.

We are proposing a five (5) percent discount off list price on Aquatix™ by Landscape Structures products.

Mechanical and Design provided by Aquatix™ by Landscape Structures is priced on a line item pricing basis.

- 10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_XX\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

An eight (8) percent discount off list price on Landscape Structures play, skate and shade equipment is offered for orders over \$80,000 in equipment. No additional discounts are offered for Aquatix.

Volume rebate programs will be considered on a case by case basis with the NJPA member. Landscape Structures would extend that same volume discount program to all NJPA members, provided the same or similar volume commitment is given.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Services offered include installation through our certified installer network and is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Bonding is not included in pricing. If bonding is required the cost is 3% of the purchase order total payable to Landscape Structures Inc.



Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.

**14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department

Once Landscape Structures receives an order, the product is entered in the computer scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.

Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements; and in very rare events, cancelling the order.

**15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Shipping, delivery, exchange and return programs for Alaska, Hawaii and other off-shore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint is shipped via air freight.

**16) Describe any unique distribution and/or delivery methods or options offered in your proposal.**

Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements.

**17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.**

As orders are received and submitted into our order processing system, they will be tagged as NJPA contract orders. The NJPA discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.

**18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)**

Landscape Structures is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding fees and taxes).

**Industry-Specific Questions**

**19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.**

Landscape Structures provides solutions for playground, recreation and aquatic (splashpad) categories.

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

1. Playgrounds
2. Recreation
4. Shades
5. Playground surfacing
6. Outdoor exercise equipment
8. Site amenities or furnishings such as trash cans and benches
10. Aquatic solutions, pools, splash pads
11. Skate park solutions

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

Landscape Structures is positioned equally in all categories. Every product category offered is manufactured in MN and marketed and sold through our nationwide network.

1. Playground
2. Shades
3. Site Amenities
4. Aquatic solutions (splash pads)
5. Outdoor exercise equipment
6. Skatepark solutions

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

ISO 9001 & ISO 14001

Custom capability

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

**Industry-expected attributes:**

Installation by certified installers  
Safety audits by independent CPSI certified playground inspectors  
Free Playground Design Services

**Vendor differentiators:**

- Industry leading custom design and manufacturing expertise
- Installation Services offered through Landscape Structure distributors. Installers are trained and certified by Landscape Structures.
- Installation hotline: available after hours hotline
- Local project and design consultation / site evaluation
- Customer "Play Tours" : a look inside Landscape Structure manufacturing facilities and corporate culture, education sessions, and playground visit offered
- Learning Academy Education Series: offers information on valuable topics to park and recreation professionals and landscape architects. We are approved as an accredited provider by the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System (LA CES). A variety of topics are offered.

Signature: \_\_\_\_\_

*Brad Cooper*

Date: \_\_\_\_\_

*2/28/17*